

In the Matter of

Arbitration Proceedings

CITY OF DePERE

DISCUSSION & AWARD

and

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO, LOCAL 1998

Case V
No. 18352 MIA-111
Decision No. 13097-A

On October 18, 1974, the Wisconsin Employment Relations Commission issued Findings of Fact, Conclusion of Law, Certification of Results of Investigation and Order Requiring Arbitration. From a panel of arbitrators furnished the parties pursuant to said Decision No. 13097, the undersigned was chosen and ordered on October 31, 1974 to hear the matter and issue a final and binding award. Pursuant to said order, a hearing was held in the City of DePere on November 29, 1974 and post-hearing briefs exchanged on December 16, 1974.

Appearing for the Union: Kaftan, Kaftan, Kaftan, Kuehne & Van Egeren, by Fred F. Kaftan, attorney; and Paul Kersten, President.

Appearing for the City: Richard J. Dietz, City Attorney; Jerome J. Smits, City Administrator; and Robert P. DeGroot, Mayor.

Section 111.77 of the Wisconsin Statutes, the basic statutory authority under which these proceedings were had makes provision at sub-section (4) for two alternative forms of arbitration. The parties here involved have elected that the arbitration proceeding go forward under Form 2 which provides:

"Parties shall submit their final offer in effect at the time that the petition for final and binding arbitration was filed. Either party may amend its final offer within 5 days of the date of the hearing. The arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification."

Little purpose would be served in setting forth the full details of the two final offers. The differences between the final offer of the City from that of the Union are clearly demonstrated in the final argument of counsel for each of the parties which in material part is set forth hereafter. Fortunately, the parties were able to agree upon all parts of the labor agreement for the calendar year 1975 except the basic economic issue. It should be observed that there is very little difference in the economic impact of both final offers. The basic difference being that the Union's final proposal sets up a wage schedule by classifications with a systematic four step time interval progression from minimum to maximum over a period of 3-1/2 years. A similar, if not identical, wage schedule characterizes the contract of the City of Green Bay with the Fire Fighters Union. On the other hand, the City's final offer would spread the economic benefits over not only the basic wage or salary schedules but provide for additional increases in a number of fringe areas. It hopes by this device to harmonize the Fire Fighters contract with other units of City government. The most important difference, however, is the desire of the City to preserve its historic pattern of granting salary increases on what can only be characterized as a personal salary rate system with no systematic time progressions such as provided for in the Union's last offer.

In material part counsel for the Union in support of its position argues as follows:

"In the past the contract has specifically stated the salary for each individual, but every year the City's step system was incorporated into these salaries. The dollar amount between the two step systems would not be of any substantial difference.

"The basic difference between the two final offers, as you stated at the hearing, is whether or not there will be a step system this year. The City's final offer does not include any step system raise, a situation which has never existed previously. If the City's offer were adopted, one Fire Fighter (Faltynski), would be working as a Fire Fighter for two years and two and one-half months at the minimum starting salary, the same salary as a newly hired Fire Fighter. Another Fire Fighter (Baugnet) would be receiving the minimum Fire Fighter's salary for almost two years. We believe that this demonstrates a very basic fundamental inequity of the City's final offer.

"The step system which we have offered is identical in form to that of the City of Green Bay. We believe it is the type of a system which has been adopted almost unanimously throughout the state. However, while the salaries set forth in our offer are somewhat higher than the 1974 Green Bay salaries, they are certainly going to be substantially lower than the 1975 Green Bay contract salaries will be. In addition, if you will examine the Green Bay contract, you will find that the Green Bay Fire Fighters have substantially larger fringe benefits, including holiday pay which is more than \$500.00 more than that of the De Pere Fire Department.

* * *

"In summary, we feel that the basic fundamental difference between the two final offers is the matter of whether or not there will be a step system incorporated into this contract. In the first place, it seems to me to be a rather clumsy method of handling these contracts to constantly negotiate individual salaries and that the system proposed by the union in this case is much more logical and reasonable in handling. In the second place, at the risk of being repetitious, I feel strongly that it would be a mistake to adopt a percentage raise for each individual employee without incorporating a raise for employees advancing in steps, particularly when the history of the negotiations between the parties has been that a step raise has never been denied in the past."

Union counsel further argues that comparisons offered by the City, namely Allouez Fire Department and Nicolet Paper Mills, "do not, in our opinion, constitute any real basis for adopting the City's proposal." . . . "If Nicolet men worked 56 hours, they would be paid substantial amounts for overtime . . . Furthermore, there is no comparison in the work and the hazards of the work between the work of the employees of Nicolet and De Pere Fire Department."

Counsel for the City of DePere in his post-hearing brief argues in material part as follows:

"The comparison of the City's proposal and its 1974 contract with the Town of Allouez demonstrates the City to be paying at a higher wage scale. The City's 1974 contract established a salary range for Firefighters between \$8,406.00 and \$9,834.00. The City feels that the Town of Allouez is a more accurate comparable based upon similar population, community make-up and proximity.

"The 1974 and 1975 labor contracts of Nicolet Paper Company demonstrates that the Firefighters are being compensated at a comparable rate to other employees within the City. The Firefighters pointed out that the Nicolet contract does not take into account the potential for overtime wages by employees. However, the hearing also produced testimony concerning the City's liberal position on additional employment, 'moonlighting,' so that the opportunity for additional income is no more likely for employees of Nicolet Paper Company than for the Firefighters.

* * *

"The City's position, simply stated, is that it is entitled to selection of its final offer since the entire tenor of negotiations, on the part of both parties thereto, was based upon using the existing range and step plan as the basis for wage negotiation and settlement.

"The Firefighters initial proposal, dated June 28, 1974, called for wage increases based upon existing plan, which plan is even set forth on the face of that document. In addition, certain amendments to fringe benefits were requested. The negotiations, even during the mediation session, called for concession on the part of the City relating to fringe benefits. It was not until just before the arbitration hearing that the Firefighters, by their final offer, deleted any reference to fringe benefits and sought only a wage increase via a new salary range plan. The City was never in a position to negotiate a settlement of the contract on that basis and, in fact and on good faith, negotiated on the basis of attempting to meet all the issues raised by the Firefighters. This negotiation also had a direct bearing on the City's negotiations with other bargaining units.

"The City should not be required to enter into a contract, the provisions of which were never really seen, discussed or negotiated.

* * *

"In conclusion I would state again, that given the relative proximity of the proposals, and in light of the history of the bargaining in this matter, the City's final offer is more reasonable and should be selected."

The parties are so close together that it seems most unfortunate that it was found necessary to resort to statutory arbitration. As counsel for the City observed, "the Firefighters last offer is not significantly disproportionate to the City's proposal." The Union also concedes this to be the case but feels that the matter of whether there shall be automatic time progression increases between contractually established minimums and maximums for the several job classifications - Firefighter, Fire Mechanic, Fire Inspector, Lieutenant, Captain - is more important than the actual dollar amount of the entire economic package. It strongly opposes the continuance of an unstructured personalized salary schedule and would gladly sacrifice the fringe benefit increases in the City's proposal in order to obtain a more structured salary schedule such as characterized the Green Bay Fire Fighters contract, which was placed in evidence.

The arbitrator is faced with a hard choice. There is much to commend the City's proposal in that it would help to stabilize fringe benefits within the several City departments. On the other hand, there is great force to the Union's argument that the wage and salary administration which has characterized the past contractual relations of the parties has resulted in a chaotic situation and has bred some unfortunate intra-unit inequities in the several job classifications.

In balance, it seems to me that there is more to commend the Union's amended final offer than the amended final offer of the City of DePere. The compensation schedule proposed by the Union is more orderly and rational than that which has existed under prior contracts. Furthermore, it is a system which has been adopted by the neighboring City of Green Bay and there is nothing in the record of these proceedings to suggest that it has not worked in an orderly manner. I further believe that the adoption of the Union's proposal will put an end to the curious inequities which resulted under the unstructured system of the past and it is for these reasons that the final award in these proceedings will provide for the selection of the amended final offer of the International Association of Fire Fighters, Local 1998.

A W A R D

The amended final offer of the Union is adopted as the award in these proceedings. That offer provides as follows:

"The International Association of Fire Fighters, Local 1998 hereby amends its final offer of a contract with the City of De Pere, Wisconsin for the calendar year 1975 as follows:

"The contract for 1974 in its entirety with the exception of the following: Article Twelve to be cancelled and replaced by the following:

"Compensation Schedule: The pay of employees of the Fire Department occupying classified positions shall be on the basis of the schedule herein presented. The salaries listed are on a monthly basis to be paid biweekly. The rates of pay prescribed herein are based on full-time employment at normal working hours.

		<u>WAGE SCHEDULE</u>				
		<u>Minimum</u>	<u>1/2 Yr.</u>	<u>1-1/2</u>	<u>2-1/2</u>	<u>3-1/2 Yrs.</u>
			<u>Yrs.</u>	<u>Yrs.</u>	<u>Yrs.</u>	<u>Maximum</u>
Firefighter	1/1/75	\$785.00	\$816.00	\$849.00	\$883.00	\$918.00
Fire Mechanic	1/1/75					\$955.00
Fire Inspector	1/1/75					\$955.00
Lieutenant	1/1/75					\$1,033.00
Captain	1/1/75					\$1,108.00

"Starting Rate of Initial Employment. Original appointment to a position on the Fire Department shall be made at the minimum rate and advancement from the minimum rate to the maximum rate within the salary range of the Fire Fighter shall be by successive steps. After a Probationary period of six (6) months, an employee shall advance to the second step of the salary schedule and upon completion of each successive year shall advance one additional step in the salary schedule.

"The salary schedule for Fire Fighter shall contain a maximum of five (5) steps and the attainment of the maximum rate within the salary range shall occur within a maximum period of three and one-half (3-1/2) years from the initial employment.

"All of the other article of the 1974 contract, with the exception of Article Twelve, shall become part of the 1975 contract."

Respectfully submitted,

January 21, 1975

Philip G. Marshall /s/
Philip G. Marshall